



STATE OF IOWA
MASTER AGREEMENT
 Contract Declaration and Execution

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VENDOR:

Stitzell Elec Sup Co Inc
 107 12th St

Des Moines, IA 50309-4216
 USA

VENDOR CONTACT:

WENDELL STRONG

PHONE: 515-243-8388

EMAIL:

EXT:

ISSUER:

SHARON DOWNEY

PHONE: 515-281-5982

EMAIL: Sharon.Downey@iowa.gov

FOB FOB Ship Pt, Freight Prepaid

Contract For: Batteries A, AA, AAA,C,D

Contract For: 9 V

CONTRACT TO PROVIDE BATTERIES A,AA,AAA,C,D AND 9VOLT PURSUANT TO THE SPECIFICATINS, TERMS AND CONDITIONS OF SEALED BID NO 0907005124 DATED 4/23/07 ON FILE WITH DAS/GSE/PROCUREMENT SERVICES.

Contact: Wendell Strong/Eric Fraser
 phone: 800-798-1261
 fax: 515-243-5910
 email:efraser@stitzell.com

RENEWAL OPTIONS

FROM 06-01-2008 TO 05-31-2009

FROM 06-01-2008 TO 05-31-2009

AUTHORIZED DEPARTMENT

ALL
 SUB Other Governmental Entities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	STATE OF IOWA
CONTRACTOR'S NAME (If other than an individual, state whether a corp., partnership, etc.	AGENCY NAME
BY (Authorized Signature) Date Signed	BY (Authorized Signature) Date Signed
Printed Name and Title of Person Signing	Printed Name and Title of Person Signing
Address	Address



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		45006 Batteries, Dry Cell (Except Communications Radio and Electro Minimum order for FOB destination: \$50.00 if not Stitzell's truck NOTE: THIS WILL BE COST PLUS PRICE IN EFFECT AT TIME OF ORDER, CAN NOT HOLD PRICE. Powersonic/002-015950 Bat Nic0002 broken cases yes 1 per pkg	\$0.000000 \$0.000000
2	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Maglite/110 V power cord Mag Arxx035 1 per pkg	\$7.650000 \$0.000000
3	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer/1101 Ultraviolet light BRS1191 package size 6	\$12.650000 \$0.000000
4	0.00000		45006 Batteries, Dry Cell (Except Communications Radio and Electro NOTE: CAN NOT HOLD PRICE PRICE IN EFFECT AT TIME OF ORDER Powersonic/ 12V 7.0AH F1 shade terminal powps 1270of1 1 per pkg broken cases yes	\$0.000000 \$0.000000
5	0.00000		45006 Batteries, Dry Cell (Except Communications Radio and Electro NOTE: CAN NOT HOLD PRICE PRICE IN EFFECT AT TIME OF ORDER Powersonic/ 12V 7.0 AH F2 Poerps127of2 1 per pkg broken cases yes	\$0.000000 \$0.000000
6	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer/2D safety flashlight 00954 EVR1259 12 per pkg	\$5.550000 \$0.000000
7	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer/2016 Calculator battery EVRECR2016BP 6 per pkg broken cases yes	\$0.990000 \$0.000000



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8	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer/2025 Calculator Battery EVRECR2025BP 6 per pkg broken cases yes	\$0.990000 \$0.000000
9	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer/2032 Calculator battery EVRECR2032BP 6 per pkg broken cases yes	\$0.990000 \$0.000000
10	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Brightstar/2117 2cell slide sw BRS2117 12 per pkg broken cases yes	\$4.930000 \$0.000000
11	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer/2 D Cell W/Magnet EVRE251WB-S 6 per pkg broken cases yes	\$5.210000 \$0.000000
12	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro RAY-O-VAC/ 3 D Cell Flashlight 01265 ROVR3D 6 per pkg broken cases yes	\$6.140000 \$0.000000
13	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro RAY-O-VAC 3 D Cell replacement Lamp ROVK3-2 40 per pkg Broken Cases yes	\$1.430000 \$0.000000
14	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro RAY-O-VAC H Duty lantern Bat ROV6VHD 12 per pkg broken cases yes	\$2.330000 \$0.000000
15	0.00000		45006 Batteries, Dry Cell (Except Communications Radio and Electro NOTE: CAN NOT HOLD PRICE PRICE IN EFFECT AT TIME OF ORDER Powersonic/6V-10AH 1/4" Spade POWPS6100F2	\$0.000000 \$0.000000



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			1 per pkg	
16	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Duracell/9V Procell Batteries DRPC1604 12 per pkg no broken cases	\$1.330000 \$0.000000
17	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer A23BP2 Mini Battery 00319 EVRA23BP2 6 per pkg broken cases yes	\$1.630000 \$0.000000
18	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer A76BP battery 00149 EVRA76BP 6 per pkg broken cases yes	\$0.620000 \$0.000000
19	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer AA MI-MH rechargeable EVRNH15BP8 3 per pkg broken cases yes	\$17.830000 \$0.000000
20	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Maglite AA replacement Bulbs MAGLM2A001 12 per pkg broken cases yes	\$1.270000 \$0.000000
21	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer AAAA battery 00342 EVRE96BP2 6 per pkg broken cases yes	\$1.880000 \$0.000000
22	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer AC675E4 EVRAC675E4 6 per pkg broken cases yes	\$3.150000 \$0.000000
23	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Maglite AM2A026 Leather Holster MAGAM2A026 12 per pkg	\$4.270000 \$0.000000



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			broken cases yes	
24	0.00000	EA	45006	\$15.170000
				\$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro	
			Maglite ARXX075 NIC Batt Pack	
			MAGARXX075	
			12 per pkg	
			broken cases yes	
25	0.00000	EA	45006	\$0.940000
				\$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro	
			Energizer Battery 00189	
			EVRECR2032BP	
			6 per pkg	
			broken cases yes	
26	0.00000	EA	45006	\$1.660000
				\$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro	
			Duracell Battery 00335	
			DRCDL2450B	
			6 per pkg	
			broken cases yes	
27	0.00000	EA	45006	\$5.090000
				\$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro	
			Ray-O-Vac Balck floating lantern 1399	
			ROVKFL	
			6 per pkg	
			broken cases yes	
28	0.00000	EA	45006	\$18.980000
				\$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro	
			Maglite charging unit	
			MAGARXX025	
			1 per pkg	
29	0.00000	EA	45006	\$0.770000
				\$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro	
			Duracell D Procell batteries	
			DRCPC13400	
			12 per pkg	
			no broken cases	
30	0.00000	EA	45006	\$1.830000
				\$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro	
			Energizer ECR2032BP watch	
			EVRECR2032BP	
			6 per pkg	
			broken cases yes	
31	0.00000	EA	45006	\$4.510000
				\$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro	
			Energizer EL123A/B Photo battery	
			EVREL123AB	
			6 per pkg	
			broken cases yes	



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32	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer EL223A/B Photo battery 0150 EVREL223AB 6 per pkg broken cases yes	\$8.290000 \$0.000000
33	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer EN22 Industrial energizer 9V EVREN22 12 per pkg no broken cases	\$1.030000 \$0.000000
34	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer EN91 Industrial energizer AA EVREN91 24 per pkg no broken cases	\$20.000000 \$0.000000
35	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer EN92 Industrial energizer AAA EVREN92 24 per pkg No brokern case	\$0.200000 \$0.000000
36	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer EN93 Industrial energizer C EVREN93 12 per pkg no broken cases	\$0.480000 \$0.000000
37	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer EN95 Industrial energizer D EVREN95 12 per pkg no broken cases	\$55.000000 \$0.000000
38	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer EV150 Industrial Flashlite Bat EVR1250 12 per pkg no broken cases	\$0.270000 \$0.000000
39	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Nite Eyes Liber optic AA 20" NITFPO-07-AA-20 1 per pkg	\$5.230000 \$0.000000



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40	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer flashlight EVRE250Y 6 per pkg broken cases yes	\$1.730000 \$0.000000
41	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Brightstar Flashlite 2618ML BRS2618ML 12 per pkg broken cases yes	\$4.190000 \$0.000000
42	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer Flashlight REd Wand MAGASXX798 12 per pkg broken cases yes	\$2.140000 \$0.000000
43	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Ray-O-Vac in -2 Ind flashlight ROVIN2 6 per pkg broken cases yes	\$3.140000 \$0.000000
44	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Ray-O-Vac MS Flashlight ROVIN2MS 24 per pkg broken cases yes	\$4.100000 \$0.000000
45	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Nite Eyes L.E.D. lamp W/Swich for AA NITLUC-07 1 per pkg	\$5.230000 \$0.000000
46	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Nite Eyes L.E.D. for AA maglite NITLRB-07 1 per pkg	\$4.500000 \$0.000000
47	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Energizer LED stick up light SYLDTIT 1 per pkg	\$10.410000 \$0.000000



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48	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Maglite Lense only for RX1019 MAG 108-060 1 per pkg	\$1.160000 \$0.000000
49	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro maglite LK3A001 Solitaire Lamp 240 MAGLK3A001 12 per pkg broken cases yes	\$1.270000 \$0.000000
50	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Maglite LM2A001 AA/AAA replacement MAGLM2A001 12 per pkg broken cases yes	\$1.270000 \$0.000000
51	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Maglite LR00001 replacement Lamp MAGLR00001 12 per pkg broken cases yes	\$3.120000 \$0.000000
52	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Maglite M2A016 AA maglite Black MAGM2A016 12 per pkg broken cases yes	\$8.290000 \$0.000000
53	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Maglite M2A01H AA maglite combo MAGM2A01H 12 per pkg broken cases yes	\$9.780000 \$0.000000
54	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Miglite M2A036 AA light Red 1641 MAGM2A036 12 per pkg broken cases yes	\$8.670000 \$0.000000
55	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Maglite Mini Mag LED 2AA black MAGSP2201H 12 per pkg broken cases yes	\$8.670000 \$0.000000



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56	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Maglite Mini MAG Led 2AA gray MAGSP2209H 12 per pkg broken cases yes	\$8.670000 \$0.000000
57	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Duracell Penlight 2AAA Flashlight DRCDFPENAN 6 per pkg broken cases yes	\$2.260000 \$0.000000
58	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Duracell Photo Battery 01660 DRCDL223ABU 6 per pkg broken cases yes	\$8.280000 \$0.000000
59	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Maglite Power Cord DC Adapter 12V MAGARXX045 12 per pkg broken cases yes	\$4.590000 \$0.000000
60	0.00000		45006 Batteries, Dry Cell (Except Communications Radio and Electro NOTE: CAN NOT HOLD PRICE PRICE IN EFFECT AT TIME OF ORDER Powersonic PS-640 Battery POWPS640F broken cases yes	\$0.000000 \$0.000000
61	0.00000		45006 Batteries, Dry Cell (Except Communications Radio and Electro NOTE: CAN NOT HOLD PRICE PRICE INEFFECT AT TIME OF ORDER Powersonic PS-670 battery POWPS670 1 per pkg	\$0.000000 \$0.000000
62	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Duracell PX625B Photo battery 00370 DRCPX625AB 6 per pkg broken cases yes	\$1.930000 \$0.000000
63	0.00000	EA	45006 Batteries, Dry Cell (Except Communications Radio and Electro Brightstar QR 3770/996029 BRS261ML	\$4.190000 \$0.000000



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			12 per pkg broken cases yes	
64	0.00000	EA	45006	\$5.370000 \$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro Energizer Rechargeable AA 2 pack EVRNH158P2 6 per pkg broken cases yes	
65	0.00000	EA	45006	\$81.650000 \$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro Maglite RX1019 Adaptor MAGR1019 15 per pkg broken cases yes	
66	0.00000	EA	45006	\$13.940000 \$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro Energizer Sprint cell phone charger EVRCEL2SPR 5 per pkg no broken cases	
67	0.00000	EA	45006	\$1.560000 \$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro Energizer super heavy lantern 00589 EVR1209 6 per pkg broken cases yes	
68	0.00000	EA	45006	\$0.640000 \$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro Energizer watch battery 00089 EVR364BP 6 per pkg broken cases yes	
69	0.00000	EA	45006	\$0.640000 \$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro Energizer watch battery 00100 EVR371BP 6 per pkg broken cases yes	
70	0.00000	EA	45006	\$0.640000 \$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro Energizer watch battery 00120 EVR386BP 6 per pkg broken cases yes	
71	0.00000	EA	45006	\$0.640000 \$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro energizer watch battery 00158 EVR357BP	



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			6 per pkg broken cases yes	
72	0.00000	EA	45006	\$4.930000
				\$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro Brightstar BRS2117 12 per pkg broken cases yes	
73	0.00000	EA	45006	\$1.730000
				\$0.000000
			Batteries, Dry Cell (Except Communications Radio and Electro Energizer EVRE250Y 6 per pkg broken cases yes	



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TERMS AND CONDITIONS**Incorporation**

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless



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the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.